

RELEASE AND SETTLEMENT AGREEMENT

We, Denise Colon, Individually, Jesus Santos, Individually and Denise Colon, as Next Friend of Johanz X. Santos, a minor, (hereinafter RELEASOR) in consideration of Four Hundred Forty Thousand and 00/100 (\$440,000.00) Dollars, being paid by Bob's Discount Furniture and The St. Paul Travelers Companies, Inc., and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release, and forever discharge Bob's Discount Furniture and The St. Paul Travelers Companies, Inc., and all of the aforementioned parties' agents, servants, attorneys, employees, predecessors, successors, affiliates, subsidiaries, officers, directors, shareholders, and assigns, (collectively referred to hereinafter as the "Fully Released Parties"), of and from all debts, liens of any nature, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damage and any and all claims and liabilities whatsoever of every name and nature, both in law and in equity, known or unknown, which against the Fully Released Parties we ever had or now have, on account of an incident in Springfield, Massachusetts on or about March 30, 2002, as more fully described in the complaint filed in the action entitled **Johanz X. Santos. ppa Denise Colon. Denise Colon. Individually. Jesus Santos v. Bob's Discount Furniture**, United States District Court, District of Massachusetts, Docket Number: 03CV12210MAP.

We further agree on behalf of ourselves, our heirs, administrators and assigns to assert no further claim against the Fully Released Parties relating to said incident and to cause our attorney to file a Stipulation of Dismissal with prejudice with the appropriate court with respect to the above-described case.

In further consideration of the above payment and other consideration as specified above, the undersigned hereby agree to save harmless and indemnify the said Fully Released Parties

from any and all expenses, liabilities and/or judgments arising because of any claim which hereinafter may be presented by anyone for loss or damage or personal injury or death or medical bills or expenses as a result of the above-mentioned occurrence or claim and from and against any claim or lien asserted, or which may be asserted, by any third-party or anyone at any time, and any and all sums which any of the Fully Released Parties may be ordered to pay any third party who has asserted, or may in the future assert, any claim on any proceeds payable as a result of the claim of Michael Langknecht which is the subject matter of Johanz X. Santos. ppa Denise Colon. Denise Colon. Individually. Jesus Santos v. Bob's Discount Furniture, United States District Court, District of Massachusetts, Docket Number: 03CV12210MAP, including without limitation, costs of defense and attorneys' fees.

Claimants represent and warrant to Bob's Discount Furniture and The St. Paul Travelers Companies, Inc., that claimants have disclosed all information concerning payments made on behalf of claimants by Medicare that are related to the claim being released and have disclosed all information concerning any Medicare liens related to the claim being released.

In the event that an undisclosed Medicare lien does exist, or in the event that Medicare asserts a lien after this release is signed, claimants agree to indemnify and hold harmless Bob's Discount Furniture and The St. Paul Travelers Companies, Inc., their affiliates, employees, directors and officers against any and all damages, actions, claims, or demands arising out of such Medicare lien.

We fully understand that the payment of the amount set forth above does not constitute an admission of liability on the claims we have made in the above-described case and has been made in full and complete satisfaction of all claims we have made in such case.

We further agree on behalf of ourselves, our heirs, administrators, and assigns, to indemnify, defend and hold harmless the said Fully Released Parties in the event that any claim

or cause of action of any type whatsoever is asserted against anyone or more of said Fully Released Parties on account of the above-described incident.

RELEASOR is aware of and acknowledges that Massachusetts law (G.L. c. 175 s. 240) requires an insurance company doing business in Massachusetts to provide the Department of Revenue, or other agency charged with enforcing child support obligations, with information about a claimant not less than ten (10) business days prior to making payment on a claim in an amount equal to or in excess of \$500.00. The information to be provided includes, but may not be limited to, claimants' name, address, date of birth, and social security number. RELEASOR hereby indemnifies, release and discharge Fully Released Parties from any and all liability or claims related to the compliance of Fully Released Parties with the provisions of such statute, the delay in payment of the amounts hereunder occasioned by the provision of such notice, and agrees that no acts taken by Fully Released Parties to comply with said law or any regulations issued thereunder shall, in any way or in any event, invalidate or negate the nature of the full and final settlement of all claims contemplated among the parties hereto. RELEASOR acknowledges that should satisfaction of an outstanding lien be required from the proceeds of this settlement, that the net proceeds due RELEASOR will be reduced accordingly.

We are adults, over the age of 18 years, and are of sound mind. We have consulted with our attorney about the settlement of the above-described case and the signing of this Release and Settlement Agreement. We have read this Release and Settlement Agreement, are satisfied with its contents and understand that by signing it we are prohibited from asserting

any claim against the Fully Released Parties in the future relating to the subject matter of this Release and Settlement Agreement.

Witness our hands and seals this ____ day of _____, 2005.

Denise Colon, Individually and as Next
Friend to Johanz X. Santos, a minor

Jesus Santos, Individually

Witness

Date

RELEASE

In consideration of Twenty Thousand and 00/100 (\$20,000.00) Dollars for settlement paid to Johanz X. Santos, ppa Denise Colon, Denise Colon, Individually, and Jesus Santos, Individually, (hereinafter referred to as "Releasors") by Agniliz Acostas, Raul Santos, Peoples Service Insurance Company and the Concord Group Insurance Companies (hereinafter "Releasees"), the receipt whereof is hereby acknowledged, the Releasor hereby remises, releases and forever discharges said Releasees and their past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns, heirs and all other persons, firms, or corporations with whom any of the former have been, are now or may hereinafter be affiliated of and from any and all past, present or future debts, demands, actions, causes of action, suits, consortium claims, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, extents, executions, expenses, compensation and liabilities and any and all other claims of every kind, nature and description whatsoever, both in LAW and EQUITY, whether based on a tort, contract or other theory of recovery, and whether for compensatory or punitive damages, which the said Releasors now have, or which may hereafter accrue or otherwise be acquired, and more specifically on account of injuries allegedly sustained from a certain accident on or about March 30, 2002, and referenced in the action of Johanz X. Santos, ppa Denise Colon. Denise Colon. Individually. Jesus Santos v.

Bob's Discount Furniture. Regent Home Delivery. Agniliz Acostos and Raul Santos, United States District Court for the District of Massachusetts, Western Division, Civil Action No. 03-12210MLW, including but not limited to any and all claims for bodily injury, claims for pain and suffering or any other claims, or claims which arose from the handling of this claim or claims arising from that referenced accident, or for treatment rendered as a result of said accident. Said Release includes but is not limited to any and all M.G.L. c. 93A, 176D and/or c. 90 actions, which have been or could have been filed as a result of or any way connected with an alleged loss, which occurred on or about March 30, 2002 .

Dated Johanz X. Santos, ppa Denise Colon

Signed in the presence of:

Dated Witness

Dated Denise Colon, Individually

Signed in the presence of:

Dated Witness

Dated

Jesus Santos, Individually

Signed in the presence of:

Dated

Witness